



1909 MLK

1909 - 1913 Martin Luther King Jr. Avenue, SE
 Square 5770, Lot 0829

A Grand Entrance to historic Anacostia DC

Release Date: **Wednesday, December 11, 2013**
 RFP Submission Deadline: **Tuesday, March 6, 2014**

Proposals are to be sent to the following address:

Office of the Deputy Mayor for
 Planning and Economic Development
 The John A. Wilson Building
 1350 Pennsylvania Avenue, NW
 Suite 317
 Washington, D.C. 20004
 Attn: Rodney George, Project Manager



REQUEST FOR PROPOSALS

District of Columbia
 Office of the Deputy Mayor for Planning and Economic Development

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Questions regarding this Request for Proposals should be submitted via e-mail only to rodney.george@dc.gov. Respondents shall not direct questions to any other person within the District government except as allowed elsewhere in this RFP. Responses to Respondents' questions will be aggregated and posted on the following website: <http://dcbiz.dc.gov/>.

PROJECT DESCRIPTION

The Opportunity

The Government of the District of Columbia (“District”), through the Office of the Deputy Mayor for Planning and Economic Development (“DMPED”), invites developers and development teams with experience in small to medium scaled developments (“Respondents”) to respond to this Request for Proposals (“RFP”). The purpose of the RFP is to identify Respondents who have a creative vision, demonstrated experience, and the organizational and financial capacity to plan and implement a mixed-use and mixed-income development at 1909 – 1913 Martin Luther King Jr. Avenue, SE .

DMPED seeks qualified Respondents to respond to this opportunity to provide a catalytic project that will aide in the revitalization of the Historic Anacostia neighborhood located in Ward 8. A high priority has been placed on aiding the redevelopment efforts for the 1900 block of Martin Luther King Jr. Avenue, SE . 1909, 1911 and 1913 Martin Luther King Jr. Avenue, SE (Sq. 5770, Lot 829) (collectively, the “Site”) serves as the gateway into historic Anacostia and the community’s retail district. The Site sits along a “Great Streets” corridor, are across the street from the Anacostia Gateway office building and just a short walk away from the Barry Farm New Communities Initiative redevelopment area.

DMPED intends to identify a single Respondent with whom to enter into negotiations for a fee simple disposition of the Site. DMPED seeks development teams experienced in working with multiple municipal entities and community stakeholders in a transparent and collaborative process, to implement the Community’s vision and the goals and needs of the District for the Site. **Respondents who demonstrate evidence of site control for additional parcels of land in order to maximize development on the site will be rated more favorably. Respondents who plan to include additional parcels in their proposal are required to provide evidence of site control at the time of submission of the proposal.**

Neighborhood Context

Anacostia is one of Washington’s oldest and most famous communities. Its historic downtown is located at the intersection of Good Hope Road, SE and Martin Luther King Jr. Avenue, SE. This neighborhood is bounded on the north by Good Hope Road, SE, on the east by Fort Stanton Park, on the south by Morris Road, and on the west by Anacostia Park East. Anacostia is comprised of both the historic district of Old Anacostia as well as the remainder of the traditional neighborhood of Anacostia outside of the historic district. It includes the traditional neighborhood commercial main streets of Good Hope Road, SE and Martin Luther King Jr. Avenue, SE, and the National Park Service sites of Anacostia Park East and the Frederick Douglass Home.

Located within Anacostia is a prominent arterial street, Martin Luther King, Jr. Avenue, SE that connects several east-of-the-river areas, including Anacostia, Barry Farm, Bolling Air Force Base, and Congress Heights. The Site also serves as a gateway to the downtown area via the 11th Street Bridge.

Anacostia’s proximity to the Anacostia River waterfront provides a great deal of significance and momentum for future redevelopment opportunities. Development projects such as the St. Elizabeth’s East and West Campuses, Sheridan Station, and Barry Farm, combined with new major commercial development at the Anacostia Gateway, is helping to create a new employment center that will bolster retail attraction efforts for an emerging main street district along Martin Luther King, Jr. Avenue and Good Hope Road, SE .

Several planning initiatives have taken place in or adjacent to Anacostia. The primary goal of these plans is to revitalize the housing and commercial stock and to improve the neighborhood amenities within Anacostia. Two specific plans that relate directly to these goals and objectives, both of which include development recommendations for the commercial node at Martin Luther King Jr. Avenue, SE, are the following, which are detailed more specifically below:

- 1.) The Great Streets Initiative Framework Plan, Martin Luther King, Jr. Avenue, SE
<http://dmped.dc.gov/DC/DMPED/Programs+and+Initiatives/Great+Streets/Martin+Luther+King+Jr.+Avenu+e+SE+and+South+Capitol+Street+Great+Streets+Initiative>

2.) Barry Farm/Park Chester/Wade Road New Communities Initiative Plan

<http://dcbiz.dc.gov/DC/DMPED/About+DMPED/Publications/Barry+Farm+Park+Chester+Wade+Road+Community+Revitalization+Plan>

Additional planning documents that should be reviewed relative to this RFP include, but are not limited to:

- Retail Action Strategy and Roadmap:
(<http://dc.gov/DC/Planning/Across+the+City/Other+Citywide+Initiatives/Retail+Action+Strategy>)
- ULI Washington-Anacostia Gateway (http://washington.uli.org/wp-content/uploads/2011/06/Anacostia-Gateway_TAP_FINAL.pdf)
- Anacostia Transit Area Plan and ASAP
(<http://dc.gov/DC/Planning/In+Your+Neighborhood/Wards/Ward+8/Small+Area+Plans+&+Studies/Anacostia+Transit+Area+Strategic+Investment+Plan>)

Site Overview

Property Description

Previously located at the Site was a brick and stucco commercial building with two stories located above-grade and partial basement located below-grade that was constructed circa 1905. The building originally contained approximately 8,263 square feet of gross building area and was designed as three distinct commercial units with separate store front entrances. After decades of neglect and a massive fire, both the roof and upper floors collapsed. The Site sits on a rectangular shaped lot containing 5,400 square feet with approximately 54 feet of street frontage. The Site is “landlocked” on three sides with no rear access available and abuts several vacant parcels under private ownership.

In October 2007, DMPED and the District of Columbia Housing Authority engaged in a capital improvement effort to partially demolish and stabilize the building. The effort called for the partial demolition of the building, removal of the collapsed roof and removal of on-site debris and the interior and side walls. Due to the building’s designation as a historical landmark, the original façade was kept intact and stabilized. The capital improvement effort was successfully completed during the summer of 2008. An aerial photograph of the Site is shown below.



The general parameters of the Site are as follows:

Site Address: 1909, 1911, 1913 Martin Luther King Jr. Avenue, SE.
Washington, D.C. 20020

Legal Description: Square 5770, Lot 829

Lot Size: 5,400 square feet

Gross Building Area: N/A (only façade remains)

Max. Lot Occupancy: 75.0%

Zoning: C-3-A (Commercial)

Historic Designation: Site is a part of the Anacostia Historic District

District Initiatives

Great Streets

The District of Columbia’s “Great Streets Initiative” is a multi-year, multiple agency effort to transform under-invested corridors into thriving and inviting neighborhood centers by using public actions and tools to leverage private investment dollars. Both DMPED and the District Department of Transportation (DDOT) have partnered on this process to strategically use capital funds to leverage change. Martin Luther King, Jr. Avenue, SE from the 11th Street Bridge to Suitland Parkway, Howard Road from Martin Luther King Jr. Avenue, SE to Firth Sterling Avenue and W Street from Martin Luther King Jr. Avenue, SE to 14th Street, SE will undergo a multimillion dollar effort in infrastructure improvements/upgrades to include the redesign of the streetscape and roadway configurations, identifying opportunities along the corridor for more tree plantings, streetlight enhancements, and traffic signals and continuing the network for pedestrian and bicycler mobility.

The “Great Streets Initiative” is also working with small business owners along the corridor to provide façade improvement grants to enhance storefront appearances and business signage.

New Communities Initiative

The New Communities Initiative (“NCI”) is a comprehensive program that utilizes public and private resources to improve the quality of life for families and individuals living in four neighborhoods in Washington, DC. Barry Farm is located approximately one mile from the site and continues to be supported by the District through redevelopment projects, which address the physical and human architecture of neighborhoods troubled by concentrations of poverty, unemployment, blight and deterioration of the housing stock.

The Timeline

The District will endeavor to follow the timetable set forth below; however, the activities and timetable represented below are a guideline only and are subject to change at the District’s sole discretion and without prior notice:

<i>Selection Process Timetable*</i>	
1. Issuance of RFP	December 11, 2013
Pre-Proposal Conference	January 7, 2013
2. Proposal Due (4:00 pm ET)	March 6, 2014
3. Community Presentation by Respondents	TBA March, 2014
5. Request for Best and Final Offer (if applicable)	Spring 2014
Best and Final Submission Due Date (If Applicable)	Spring, 2014
6. Final Selection of Respondent Team	Summer 2014
Submission of Disposition Agreement & Accompanying Legislation to	Fall 2014

**Subject to change*

District of Columbia Policy Goals & Requirements

Historic Preservation & Rehabilitation

The existing façade of the building on the Site is a historic structure within the *Anacostia Historic District*. Respondents should address the restoration of the existing façade that will be compatible with the character of the historic district. Respondents are encouraged to consult with the Historic Preservation Office within the Office of Planning early in their project planning, which can provide guidance and direction on the preservation review process. New construction will require review by the Historic Preservation Review Board. For guidance on redevelopment, please contact Tim Dennee of the Historic Preservation Office for information on historic preservation process and substance: 202-442-8847 and timothy.dennee@dc.gov.

Respondents are also strongly encouraged to take advantage of the Federal rehabilitation tax credit, eligible for qualified expenses related to the renovation of designated historic property. Please contact Steve Callcott at the Office of Planning at 202-741-5247 for more information.

Zoning

The Site is currently zoned C-3-A which permits a broad range of uses including retail, office, and residential. The maximum Floor Area Ratio (“FAR”) permitted is 4.0, of which a maximum of 2.5 may be used for non-residential uses, and the maximum height of 65 feet. Both FAR and height may be limited by other Site factors. The Site is not large enough for a Planned Unit Development.

Respondents should review all applicable District of Columbia Zoning regulations. The District of Columbia Comprehensive Plan is available at (<http://dc.gov/DC/Planning/Across+the+City/Comprehensive+Plan>) Please refer to Title 11 of the District of Columbia Municipal Regulations (“DCMR”) for a complete list of zoning provisions and requirements, available on the DC Office of Zoning website at www.dcoz.dc.gov. The Respondent shall detail its zoning strategy in its proposal.

Careful consideration must be given by the Respondents to ensure the proposal complies with the parking requirements of the Zoning Regulations.

For additional information regarding zoning for the Site, please contact Joel Lawson of the DC Office of Planning (“OP”) at 202-442-8802, or email joel.lawson@dc.gov.

Transportation and Public Space

The DC Department of Transportation (“DDOT”) is committed to achieving an exceptional quality of life in the District through more sustainable travel practices, safer streets, and outstanding access to goods and services. Central to this vision is improving energy efficiency and modern mobility by providing next generation alternatives to single occupancy driving in the city. To facilitate this vision, DDOT engages public and private entities in the process of delivering land development projects to ensure this vision is realized. In this process, DDOT works with project sponsors to minimize the impacts to the transportation network through the creation of an appropriate site plan that addresses site access, loading, and public space and a transportation demand management plan that minimizes vehicular trips and provides for adequate non-motorized facilities.

Currently, there are Capital Bikeshare stations at 1900 Martin Luther King Jr. Ave. and at the intersection of 14th Street and Good Hope Road, SE. A future station is planned for Martin Luther King Jr. Ave. and Pleasant Street. In addition, DDOT is undertaking an Environmental Assessment for a proposed street car alignment that includes an alignment option on Martin Luther King Jr. Ave., which it expects to conclude by this fall.

DDOT, in partnership with OP, works to ensure the design of public space is of high quality and meets minimum requirements. To this end, the District has in place streetscape standards, guidelines, and policies to guide changes to public space. Uses that impact the character of public space include sidewalk cafes, vending, street festivals, and other impermanent activities. Physical features that impact the character of public space can include sidewalk paving material, fences and retaining walls, street trees and their spacing, vault spaces, other infrastructure like street lights or curb and gutters, and any building encroachments into the public space. Any existing or proposed curb cuts will need to be approved by the Public Space Commission.

Respondents are encouraged to coordinate any site access and loading issues early on with DDOT. For guidance, please contact Anna Chamberlin at DDOT for information on the project review process: 202-671-2218 and anna.chamberlin@dc.gov.

Community & Stakeholder Outreach

The success of any development project hinges on the inclusion and support of the local community. Proposals must consider and incorporate stakeholder and community preferences, to the extent feasible. Respondents are strongly encouraged to work with local community members, and in particular, Advisory Neighborhood Commission 8A, to understand how the community's goals can be met in the Respondent's proposal.

Respondents are encouraged to engage in a meaningful community outreach process to address community concerns.

Sustainability and Green Building Requirements

The Site shall be developed in compliance with the District of Columbia's Green Building Act of 2006, codified in D.C. Official Code §§ 6-1451.01 *et seq.* (2012) and the District's storm water management regulations published in Chapter 5 of Title 21 of the DCMR and Chapter 31 of Title 20 of the DCMR. Respondents' proposals shall contemplate the same. Specific design criteria are stated in the Storm Water Guidebook which is available online at <http://ddoe.dc.gov/publication/stormwater-guidebook>.

In February 2013, Mayor Gray released the Sustainable DC Plan to ensure the District is the healthiest, greenest, and most livable city in the nation. The plan encompasses 32 goals and 31 targets, and offers 143 specific actions in the areas of the built environment, energy, food, nature, transportation, waste and water. The Sustainable DC Plan is found at <http://sustainable.dc.gov/finalplan>. Respondents should review the plan and highlight their qualifications and experience in sustainable rehabilitation projects, if any, in their proposal.

First Source

Pursuant to DC Code § 10-801(b)(7) and the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84, D.C. Official Code §§ 2-219.01 *et seq.*) and the rules and regulations promulgated thereunder and Mayor's Order 83-265, Respondents recognize that one of the primary goals of the District of Columbia government is the creation of job opportunities for District of Columbia residents. Accordingly, the Respondent selected by the District to negotiate a disposition agreement shall enter into a First Source Agreement, prior to execution of a disposition agreement, with the Department of Employment Services ("DOES") that shall, among other things, require the Respondent to: (i) hire and require its architects, engineers, consultants, contractors, and subcontractors to hire at least fifty-one percent (51%) District of Columbia residents for all new jobs created by the development project, all in accordance with such First Source Employment Agreement and (ii) ensure that at least fifty-one percent (51%) of apprentices and trainees employed are residents of the District of Columbia and are registered in apprenticeship programs approved by the DC Apprenticeship Council as required under D.C. Official Code §§ 32-1401 *et seq.* Collective bargaining agreements shall not be the basis for the waiver of these requirements. Respondents must complete the Form of Acknowledgement attached as Appendix A. Please refer to the following website to find a copy of the First Source Agreement: <http://www.does.dc.gov/does/cwp/view,a,1232,q,537680.asp>. For more information on the District's DOES apprenticeship program, please visit the following website: <http://does.dc.gov/service/apprenticeships>. Please contact Anetta Graham at DOES at 202.724.7000 for more information.

Certified Business Enterprises

The Respondent selected by the District to enter into a disposition agreement shall enter into a Certified Business Enterprise ("CBE") Agreement with the District's Department of Small and Local Business Development ("DSLBD"). Pursuant to D.C. Official Code §10-801(b)(6) and D.C. Official Code §§ 2-218.01 *et seq.*, the selected Respondent will enter into an agreement that shall require the Respondent to contract with Certified Business Enterprises for at least 35% of the contract dollar volume of the project, and, unless exempted by law, shall require at least 20% equity and 20% development participation of Certified Business Enterprises. Pursuant to D.C. Official Code §2-218.49a(d), if the entity that controls the development project is an entity tax-exempt under 26 U.S.C.S. § 501(c), or other not-for-profit entity, such entity is exempt from the equity and development participation requirements set forth in D.C. Official Code § 2-218.49a. Respondents are encouraged to exceed the District's CBE participation requirements. Respondents must complete the Form of Acknowledgement attached as Appendix A. Please contact Tabitha McQueen at DSLBD at 202.727.3900 for more information.

Local Hiring & Opportunities

In their proposals, Respondents are encouraged to incorporate their plans to address: (1) Employment and business opportunities for local residents and businesses; and (2) Opportunities for District neighborhood-based business to participate in the project.

Davis Bacon

To the extent applicable, the selected Respondents shall be required to develop the Site in compliance with the provisions of the Davis-Bacon Act, 40 U.S.C. § 276(a), and the regulations promulgated therewith.

Hotel Uses

A Respondent whose Proposal contemplates a hotel use on the Site will demonstrate to DMPED that it has entered into a Labor Peace Agreement with any labor organization that seeks to represent employees involved in hotel operations on the Site as a condition precedent to DMPED's consideration of the Proposal. "Labor Peace Agreement" means a written agreement between the Respondent and the labor organization that contains, at a minimum, a provision prohibiting the labor organization and its members from engaging in any picketing, work stoppage, boycott, or other economic interference with the Respondent's operations or the project. The requirement above shall be included in any request for proposals or similar solicitations by the Respondent that pertains to hotel operations.

RFP PROCESS

DMPED is releasing this Request for Proposals (RFP) on behalf of the Government of the District of Columbia. The RFP is posted on DMPED's website: <http://dcbiz.dc.gov/>.

Pre-Proposal Information Session and Site Visit

DMPED will conduct an information session and introductory site visit on Tuesday, January 7, 2014 at the Department of Housing and Community Development located at 1800 Martin Luther King Jr. Avenue, SE, Washington, DC 20020. This session is strongly recommended for all Respondents.

The tentative schedule for the Pre-Proposal Information Session and Site Visit is as follows:

- 9:45 – 10:15am: Check-in
- 10:15 – 11:15am: Information and Q&A Session
- 11:15 – 12:00pm: Tour of the site

Respondents should RSVP by Friday, January 3, 2014 by emailing rodney.george@dc.gov with the name, organization, phone number, and email address of the attendee.

ALL ATTENDEES SHOULD COMPLETE THE SITE TOUR WAIVER, RELEASE, AND INDEMNIFICATION FORM THAT HAS BEEN ATTACHED AS APPENDIX B. WAIVER FORMS WILL BE COLLECTED PRIOR TO ADMITTANCE TO THE PRE-PROPOSAL INFORMATION SESSION & SITE VISIT. THOSE THAT HAVE NOT COMPLETED THE WAIVER, RELEASE, AND INDEMNIFICATION FORM WILL NOT BE PERMITTED ON THE SITE.

Respondent Submissions

The District will determine, in its sole discretion, whether each proposal received is responsive to the RFP and acceptable. The decision of the District in this regard is final and any determination on non-responsiveness will be explained to the applicable Respondent(s) upon request. **Proposals that do not meet the following requirements will be deemed “Non-Responsive” and will not be considered for selection.**

Format

All Proposals must meet the following format requirements:

- Proposal shall be prepared on 8 ½” x 11” letter-size paper, bound length-wise, with tabs to separate sections.
- Proposals must respond to each RFP item in the order outlined below in the “Proposal Contents” section.
- Each sub-section must be separated by tabs with sub-section headings.

Proposal Contents

Tab 1: Transmittal Letter

Respondents shall provide a Transmittal Letter with their proposal. The Transmittal Letter should highlight key components of the Respondent Team's proposal. In particular it should articulate (1) the vision for the site which identifies any proposed tenant(s) and use(s); (2) how the proposed project will address the Site's location in a historic district; (3) how the District and surrounding neighborhood will benefit from the proposed project (i.e., economic impact, job creation, etc.); and (4) how the proposed project fits within the existing neighborhood fabric.

Tab 2: Respondent Team Identities & Details

Respondents shall identify the following key team entities:

Development Partners	<i>Identify any and all development partners for the project. Please identify (a) the decision making individual for the entity and, if different, (b) the day-to-day lead individual who will be available to respond to questions or requests for additional information.</i>
Tenant Partners	<i>If applicable, identify any proposed tenant(s) for the project.</i>
Financial Partners	<i>If applicable, identify any construction and permanent lenders, major investors, and other key consultants, if any, included in the financing plan.</i>
Design Team	<i>If applicable, identify any architects, engineers, consultants, etc. included as part of the proposed team.</i>
Other relevant team members	<i>If applicable, please identify.</i>

Team Member Details

For each team entity identified in the section above, Respondents shall identify the following for the point-of-contact at each entity:

Name	<i>First and last name</i>
Address	<i>Business address</i>
Telephone Number	<i>Business telephone number</i>
Email Address	<i>Business email address</i>
Title	<i>Business title</i>

Finally, Respondents shall provide information that explains the relationship among team members, Certified Business Enterprise entities, their respective roles and contributions to the project, and the overall management of the team.

Tab 3:

Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults

Respondents shall provide a statement regarding any debarments, suspensions, bankruptcy, or loan defaults on real estate development projects and/or government contracts of any of the bidding team’s entities or affiliates (listed above in “Respondent Team Identities & Details”).

Evidence Regarding Tax Liabilities

Respondents shall provide a statement regarding any tax liabilities and other government impositions that are not current for any of the bidding team’s entities (listed above in “Respondent Team Identities & Details”).

Evidence Regarding Litigation

Respondents shall provide a statement regarding any ongoing or knowledge of threatened litigation in which the District is a party that relates to any team member, affiliate or to any other entity or individual having a controlling interest in the entity (or entities) that comprise Respondents. If such litigation exists, Respondents shall provide the name and civil or criminal action number of such litigation and a description of the subject matter of such litigation.

Tab 4:

Organization Status

Respondents shall provide the status of the primary entities (developers, tenants, etc.);state whether each entity is a corporation, a non-profit or charitable institution, a partnership, a limited liability corporation, a business association, joint venture, or other; indicate under which laws they are organized and operating; and include a brief history of each organization and its principals. For any entity required to file reports in the jurisdiction of its formation, include a certificate of good standing for such jurisdiction and a certificate of good standing showing that it is registered in the District.

Organizational Chart and Bios

Respondents shall provide an organizational chart showing key personnel from the primary entities (developers, tenants, etc.) and/or joint venture partners who will be working on the project and a brief bio for each person outlining relevant experience.

Evidence Regarding Creation of Respondent

Respondents shall provide a copy of any written agreements or documents evidencing the creation of Respondent or the primary entities comprising the Respondent; however, it is not necessary to have a project-specific legal entity formed in advance of submitting a proposal. The principals, partners, or joint-venture partners who are part of Respondents’ team must be eligible to transact business with the District and in the District.

Tab 5: Project Concept

DMPED is seeking to obtain an understanding of the proposed reuse for the site that is envisioned by the Respondent. Respondents may submit drawings to illustrate their concept.

Respondents shall describe, in detail:

- i. The overall concept and vision for the Site; and describe how the vision will enhance the historic structure, and integrate with and enhance the surrounding community that borders the Site;
- ii. If applicable, evidence of the Respondent’s property rights in other parcels, if any, that may be accretive to the project;
- iii. If applicable, outline the proposed strategy for leasing and/or subleasing space within the project.

- iv. If applicable, the proposed tenant(s) for the Site; and describe how the tenant(s) will provide a vibrant and appropriate use for the site. Respondents shall submit any letters of interest or commitment from any proposed tenant(s) for the Site;
- v. Evidence of market demand and financial viability for the Respondent's proposed use. Given the significance of the Site, the District is seeking only those proposals that are able to demonstrate long-term financial stability; and
- vi. The project's zoning strategies, including a detailed explanation and justification for any proposed variance from the residential requirements. If applicable, Respondents should provide a schedule that fully describes each step in the approval process necessary for entitlements assumed in the proposal. The project should comply with the District's Inclusionary Zoning program.
- vii. Proposed financial offer to the District

Respondents may submit more than one project concept and vision for the Site.

Affordable Housing (If Applicable)

If affordable housing is a component of a proposal, Respondents shall provide a description of the following:

- i. The project's impact on the District's affordable housing goals and other economic development objectives;
- ii. How the project addresses the District's Inclusionary Zoning program;
- iii. The Respondent's proposed operation and administration of affordable residential units in the project.
- iv. How the project integrates affordable housing units within their proposed plans. (Affordable housing units must be dispersed, not clustered, throughout the residential component(s) and mixed with market-rate units.)

All proposed affordable units shall be provided in accordance with an affordability covenant to be entered into with DMPED along with the other disposition agreements. Market rate and/or affordable residential units targeting senior citizens are considered an eligible residential use and must conform to the affordability standards for other types of residential units. Each Respondent should use the most up-to-date Department of Housing and Urban Development (HUD) income data in making its proposal.

Tab 6: Qualifications and Experience

Respondent shall identify three (3) urban infill development projects comparable to Respondent's proposed project, and with which Respondent or their key personnel have had primary involvement. Respondent should include, if applicable, past projects that have a comparable ***historic preservation component***. For each relevant project, Respondent shall identify the following:

- i. Development Team name;
- ii. Project name or title;
- iii. Location or address of project;
- iv. The names and contact information for team members involved in the project, along with a description of each party's role in the project;
- v. Description of project, including use(s), total square footage and number of units, keys, etc. (if applicable);
- vi. Period of performance;
- vii. Estimated total development costs, if project is not yet complete, OR actual total development costs, if project is complete;
- viii. Projected groundbreaking and completion date, if project is not yet complete, OR actual groundbreaking and completion date, if project is complete;
- ix. Proposed OR actual financing structure of the project;
- x. If applicable, highlight experience in rehabilitating buildings with historic designation and working with the local Historic Preservation Review Board.
- xi. If applicable, highlight experience in obtaining LEED or Green Communities certifications. Highlight in particular expertise in the areas of energy efficiency, on-site clean energy generation, green roofs, and/or environmentally friendly technologies.
- xii. Illustrative materials that will help the District evaluate the caliber, innovation and relevant experience of the Respondent Team; and
- xiii. References (at least one per project), including names, mailing addresses, e-mail addresses, telephone numbers, and a letter authorizing each reference to respond to inquiries regarding the design, financing, development, disposition, or management of prior projects.

Tab 7: Project Budget Sources and Uses

Respondents shall provide a "Sources and Uses" analysis that shall include the following, at a minimum:

- i. Uses: A detailed project budget that breaks down all costs to be incurred to rehabilitate the Site, including hard costs (including base building costs, contingencies, furniture, fixture, and equipment costs, etc.); softs costs (including architecture fees, engineering fees, professional service fees, development fees, etc.); and acquisition and financing costs.
- ii. Sources: A breakdown of all funds to be obtained (including equity, debt, fundraised capital, non-District grants, etc.) for the payment of the Uses in the project.

Sources and Uses should not show any gaps or shortfalls. The District will not be providing any public subsidy to fill any funding gaps or shortfalls.

Tab 8: Project Development and Operating Pro Forma

Respondent shall provide a detailed, line-item, fully functional Microsoft Excel development and operating pro forma for all income-producing uses proposed to be operated out of the Site from pre-development through stabilization and for 10 years beyond the projected stabilization year.

The pro forma shall be inclusive of the following calculations: return on cost, return on equity (levered and unlevered); a detailed waterfall of profits to all capital accounts; internal rates of return; and any other project-specific return metrics. All assumptions used in the financial model should be clearly stated.

Tab 9: Financial Capability

The District seeks to evaluate Respondents' ability and willingness to invest sponsor equity and self-fund project predevelopment costs. (Respondents are hereby put on notice that all such money expended is at the sole risk of the Respondent and under no circumstances shall the District be responsible to reimburse the same.) The Respondent shall demonstrate its financial capability by submitting the following information:

- i. The team's ability to arrange financing for historic revitalization projects. The District will not be providing any public subsidy to fill any funding gaps or shortfalls;
- ii. Two examples of projects in the last five years similar in scope and scale to the Site, with (a) brief descriptions of such projects and (b) sources and uses of funds for redevelopment, including details of equity and financing sources; and
- iii. Two financial references.

Respondents may receive a stronger evaluation depending on the level of detail and commitment relative to the project financing. More financing details will be required as part of the RFP submission.

Deposit

Amount: \$50,000.00
Format: Standby, irrevocable letter of credit (See Appendix C for form.)
Due At: RFP proposal submission

Submission Directions

Six (6) hard copies and one (1) electronic version on CD-ROM in PDF and Excel formats, of the proposal and the Deposit, must be submitted by 4:00 P.M. on Tuesday, March 6, 2014. Such proposals must be identified by "1909 MLK – RFP" on the envelope and delivered to the following address:

Office of the Deputy Mayor for Planning and Economic Development
The John A. Wilson Building
1350 Pennsylvania Avenue, NW
Suite 317
Washington, D.C. 20004
Attn: Rodney George, Project Manager

Phase I: Evaluation Process and Announcement of Short List

Selection Recommendation Panel

A Selection Recommendation Panel ("Panel") may be established to review and evaluate the proposals. If established, the composition of the Panel will be determined by the District, in its sole discretion. DMPED and/or the Panel may consult with professional consultants, advisors, and other stakeholders for technical assistance.

DMPED and/or the Panel will evaluate each proposal, taking into account the information provided in response to the RFP and the best interests of the District.

Evaluation Criteria

Successful proposals will demonstrate that the Respondent has (i) a proposed use that is suitable with the site's historic character and is consistent with District's overall policy goals and requirements and (ii) the financial capacity and ability to successfully close the transaction and offer an attainable redevelopment timeline to convert the site to its optimal utility.

Among other factors, proposals will be evaluated for completeness, market feasibility, innovative ideas, strength of community benefits, and the strength of the financial response. The District will more highly rate Respondents who:

- i. Demonstrate, through entity experience and expertise of proposed key personnel, that they are qualified to execute a high-quality historic rehabilitation plan for a project of this scale;
- ii. Provide evidence of sufficient organizational and financial capability to ensure on budget and timely delivery of the project.
- iii. Provide evidence of the ability to be, or partner with, a viable tenant for the Site.

TRANSACTION TERMS

Site Condition

As-Is Condition

The Site shall be conveyed in "as-is" condition, without representation or warranty by the District as to physical or environmental condition of the land or any existing structures.

Soil or Subsurface Conditions

The District makes no representations regarding the character or extent of soil or subsurface conditions or the conditions and existence of utilities that may be encountered during the course of any work, development, construction or occupancy of the Site.

Environmental Remediation

Respondents will be responsible at their sole cost and liability for any environmental remediation that may be associated with removal or disturbance of existing improvements or other preparation of the Site.

Predevelopment and Development Costs

Respondents should draw independent conclusions concerning conditions that may affect the methods or cost of development.

- **Respondents shall be solely responsible for all pre-development (including, environmental remediation costs and due diligence studies such as traffic, geotechnical, storm water management, historic preservation reviews, and other site preparations) and project development costs.**
- Respondents shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time, including, without limitation.

The District expects Respondents to proceed immediately with predevelopment work upon selection, in order to meet the dates in Appendix D (Schedule of Performance). All funds expended on due diligence and predevelopment work during negotiation with the District by Respondent shall be at their sole risk; under no circumstances shall the District be responsible for the reimbursement of any such costs even if the project is not successfully completed due to no fault of Respondent.

RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

Reservation of Rights

The District reserves the right, in its sole discretion and as it may deem necessary, appropriate, or beneficial to the District with respect to the RFP, to:

- Cancel, withdraw or modify the RFP prior to or after the proposal deadline;
- Modify or issue clarifications to the RFP prior to the proposal deadline;
- After review of one or more proposals, the District may request submission of additional information from some or all Respondents;
- The District may request one or more Respondents to modify its proposals), provide additional information, or provide a “Best and Final Proposal” for the District’s review;
- Enter into negotiations with one or more Respondents based on proposals submitted in response to the RFP;
- Begin negotiations with the next preferred Respondent in the event that a development agreement cannot be executed within the allotted period of time for negotiations with a prior selected Respondent;
- Make and memorialize modifications to any proposal in the form of a Memorandum of Understanding between the District and Respondents during the course of best and final negotiations between the District and the Respondents;
- Reject any proposal it deems incomplete or unresponsive to the RFP requirements;
- Reject all proposals that are submitted under the RFP;
- Terminate, in its sole and absolute discretion, negotiations with any Respondents if such Respondents introduce comments or changes to a development agreement that are inconsistent with its previously submitted materials; and
- Modify the deadline for proposals or other actions; and (i) Reissue the original RFP, (ii) issue a modified RFP, or (iii) issue a new RFP, whether or not any proposals have been received in response to the initial RFP.

Conflicts of Interest

Disclosure

By responding to this RFP, Respondents are representing and warranting the following to the District:

- i. The compensation to be requested, offered, paid or received in connection with this RFP has been developed and provided independently and without consultation, communication, or other interaction with any other competitor for the purpose of restricting competition related to this RFP or otherwise;
- ii. No person or entity currently or formerly employed by the District or otherwise involved in preparing this RFP on behalf of the District: (i) has provided any information to Respondents that was not also available to all entities responding to the RFP; (ii) is affiliated with or employed by Respondents or has any financial interest in Respondents; (iii) has provided any assistance to Respondents in responding to the RFP; or (iv) will benefit financially if Respondents are selected in response to the RFP; and
- iii. Respondents have not offered or given to any District officer or employee any gratuity or anything of value intended to obtain favorable treatment under the RFP or any other RFP, or contract, and Respondents have not taken any action to induce any District officer or employee to violate the rules of ethics governing the District and its employees. Respondents have not and shall not offer, give, or agree to give anything of value either to the District or any of its employees, agents, job shoppers, consultants, managers, or other person or firm representing the District, or to a member of the immediate family (i.e., a spouse, child, parent, brother, or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this RFP. As used herein, “anything of value” shall include but not be limited to any (a) favors, such as meals, entertainment, and transportation (other than that contemplated by this RFP, if any, or any other contract with the District) which might tend to obligate a District employee to Respondent, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment, or business opportunity. Such term shall not include work or services rendered pursuant to any other valid District contract.

On-going Reporting

Respondents shall report to the District directly and without undue delay any information concerning conduct which may involve: (a) corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority; or (b) any RFP of money, goods, requests for future employment or benefit of thing of value, by or on behalf of any government employee, officer or public official, any Respondent’s employee, officer, agent, subcontractor, labor official, or other person for any purpose which may be related to the procurement of the RFP by Respondents, or which may affect performance in response to the RFP in any way.

Miscellaneous Provisions

Notice of Modifications

DMPED will post on its website (<http://dcbiz.dc.gov/>) any notices or information regarding cancellations, withdrawals, modifications to deadlines, and other modifications to this RFP. Respondents shall have an

obligation to check the website for any such notices and information, and the District shall have no duty to provide direct notice to Respondents.

Change in Respondents' Information

If, after Respondent has provided a proposal to the District, information provided in a proposal changes (e.g., deletion or modification to any of Respondents' team members or new financial information), Respondents must notify the District in writing and provide updated information in the same format for the appropriate section of the RFP. The District reserves the right to evaluate the modified proposal, eliminate Respondents from further consideration, or take other action as the District may deem appropriate. The District will require similar notification and approval rights of any change to Respondents' proposal or Development Team following award, if any.

Ownership and Use of Proposals

All proposals shall be the property of the District. The District may use any and all ideas and materials included in any proposal, whether the proposal is selected or rejected.

Restricted Communications

Upon release of this RFP and until final selection, Respondents shall not communicate with DMPED or District staff about the RFP or issues related to the RFP except as permitted under this RFP.

Selection Non-Binding

The selection by the District of a Respondent indicates only the District's intent to negotiate with a Respondent, and the selection does not constitute a commitment by the District to execute a final agreement or contract with the Respondent. Respondents therefore agree and acknowledge that they are barred from claiming to have detrimentally relied on the District for any costs or liabilities incurred as a result of responding to this RFP.

Confidentiality

Proposals and all other information and documents submitted in response to this RFP are subject to the District's Freedom of Information Act (D.C. Official Code § 2-531 *et seq.*) ("FOIA"), which generally mandates the disclosure of documents in the possession of the District upon the request of any person, unless the content of the document falls within a specific exemption category (e.g., trade secrets and commercial or financial information obtained from outside the government, to the extent that disclosure would result in substantial harm to the competitive position of the person from whom the information was obtained).

If Respondents provide information that they believe is exempt from mandatory disclosure under FOIA ("exempt information"), Respondents shall include the following legend on the title page of the proposal:

"THIS PROPOSAL CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT'S FREEDOM OF INFORMATION ACT."

In addition, on each page that contains information that Respondents believe is exempt from mandatory disclosure under FOIA, Respondents shall include the following separate legend:

"THIS PAGE CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT'S FREEDOM OF INFORMATION ACT."

On each such page, Respondents shall also specify the exempt information and shall state the exemption category within which it is believed the information falls.

Although DMPED will generally endeavor not to disclose information designated by Respondents as exempt information, DMPED will independently determine whether the information designated by Respondents is exempt from mandatory disclosure. Moreover, exempt information may be disclosed by DMPED, at its discretion, unless otherwise prohibited by law, and the District shall have no liability related to such disclosure.

Non-Liability

By participating in the RFP process, Respondents agrees to hold the District, its officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this RFP.

Other Limiting Conditions

Withdrawal & Cancellation

If at any time after the District selects a specific Respondent and executes a disposition agreement with the

Respondent, and the Respondent does not proceed with the project, then the Respondent must notify the District in writing and provide reasons for its decision. The selected Respondent wishing to withdraw may be subject to the loss of part or all of any deposits previously provided to the District and may be responsible for certain costs previously waived by the District, in addition to any other remedies available to the District under the disposition agreement, or by law. If the District is unable to convey the site for any reason, all deposits will be returned to the Respondent and the District shall be released from any and all further liability.

“Stand-Alone” Projects The development of the Site is expected to be a “stand alone” project, in that Respondents are prohibited from cross collateralizing and cross defaulting the Site, or any portion thereof, with any other assets. Moreover, Respondents are prohibited from assigning, pledging, hypothecating, or otherwise transferring its interest in the net cash flows or ownership in the Site and project in part, or in whole, without prior District approval. Any additional debt shall require prior written District approval. This limitation shall apply until final completion of the project.

Disclosure of Fees

Respondents shall disclose all development management fees, general contracting fees, construction management fees, property management fees, and other fees that are paid to Respondents or affiliated parties during the life of the project. Failure to do so may result in the District terminating, in its sole and absolute discretion, negotiations with a Respondent or terminating the project.

Restrictions

The District is subject to various laws, rules, policies and agreements that impose legal and ethical constraints upon current and former District employees and consultants with regard to post-employment restrictions vis-a-vis such employee’s or consultant’s involvement in District-led projects. In particular, restrictions include but are not limited to the following guidelines:

- i. All Respondents, its members, agents, or employees, are prohibited from: (i) making responses of employment, (ii) conducting any negotiations for employment, (iii) employing or, (iv) entering into contracts of any sort, with current employees, consultants, or contractors to the District who are personally and substantially involved in any aspect of this RFP;
- ii. Respondents must disclose in their initial proposals the names of any member, employee, or agent who within three (3) years prior to the publication of this RFP were District employees, consultants, or contractors to the District. On a continuing basis, Respondents will be required to provide the District with regular and periodic notices of any and all new hires of employees, contracted agents, or consultants within five (5) days of any such hire;
- iii. This provision shall apply to all Respondents during the conduct of this competition, and will subsequently apply to the selected Respondent until such time as final completion of the development of the project;
- iv. Required disclosures and notices notwithstanding, failure to comply with any obligation described in this provision may result, in the District’s sole and absolute discretion, in Respondents’ disqualification from consideration under this RFP, the rescission of a Respondent’s award, and/or termination of any agreement between a Respondent and the District.

QUESTIONS

Any questions regarding this RFP should be submitted via e-mail only to rodney.george@dc.gov . Respondents shall not direct questions to any other person within the District government except as allowed elsewhere in this RFP. Responses to Respondent questions will be aggregated and posted on the DMPED website: <http://dcbiz.dc.gov/>.

APPENDIX A | FORM OF ACKNOWLEDGEMENT

Respondent hereby acknowledges that, if selected by the District to enter into a disposition agreement, Respondent will enter into a First Source Employment Agreement with the District’s Department of Employment Services (“DOES”), pursuant to D.C. Official Code §10-801(b)(7) and D.C. Official Code § 2-219.03 and Mayor’s Order 83-265.

Respondent hereby acknowledges that, if selected by the District to enter into a disposition agreement, Respondent will enter into a Certified Business Enterprise (“CBE”) Agreement with the District’s Department of Small and Local Business Development (“DSLBD”). Pursuant to D.C. Official Code §10-801(b)(6) and D.C. Official Code §§ 2-218.01 *et seq.*, the selected Respondent will enter into an agreement that shall require the Respondent to, at a minimum, contract with Certified Business Enterprises for at least 35% of the contract dollar volume of the project, and shall require at least 20% equity and 20% development participation of Certified Business Enterprises.

The selected Respondent shall enter into a legally binding Letter of Intent (“LOI”) or comparable legally binding agreement between the master developer and the CBE partners that demonstrate that the CBE partners meet or exceed the 20% participation goal established by DSLBD. The CBE partners must be certified by DSLBD and documentation showing certification must be made available to the Deputy Mayor’s Office for Planning & Economic Development upon request. LOIs should include the following:

- i. Identify the CBE partners;
- ii. The percentage of equity and development participation of each CBE partner;
- iii. A description of the role and responsibilities for each CBE partner; and
- iv. A description of the anti-dilution provisions for the benefit of the CBE partners that will be applied at all stages of the project.

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

I, _____,
(print name)

hereby affirm that I have carefully read this (the “**Release**”) in its entirety. By my signature below, I agree to each and every term and condition of this Release.

1. I acknowledge that the District of Columbia (the “**District**”) is the owner of the real property known as Lot 0829 in Square 5770, together with all improvements located thereon (the “**Property**”).

2. I acknowledge and understand that the District has issued a Request for Proposals (“**RFP**”) for the Property and that the District, acting by and through the Office of Deputy Mayor for Planning and Economic Development (“**DMPED**”), is offering potential Respondents to said RFP an opportunity to view the Property in which the potential applicant is interested at an “open house,” and, further, that the opportunity to view the Property does not constitute a response, representation, warranty or any other agreement on the part of the District with regard to the Property viewed.

3. I represent that I am attending the tour for the Property at the date and time stated:

January 7, 2014 from 11:15 AM –12:00 PM

4. I hereby agree to abide by the orders and directions of the representative(s) of DMPED at the tour for the Property. If I fail to comply with such orders or directions, DMPED may, in its discretion, demand that I leave the Property in which event I agree to do so immediately and without causing a disturbance.

5. I hereby acknowledge that the Property may be, either entirely or in part, in a state of disrepair or otherwise hazardous. I hereby assume all risks and accept full responsibility for any and all damage to myself or others arising from or related to my presence on the Property in connection with the tour. I understand and agree that neither I, my heirs, personal representatives, successors, grantees, and assigns, or anyone claiming any interest through me, will bring any legal action whatsoever against the District, its officials, officers, employees, and agents as a result of any damage, injury, loss or death to myself or my property that arises out of my presence on the Property in connection with the tour.

6. I hereby indemnify and hold harmless the District, its officials, officers, employees, and agents from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including reasonable attorney’s fees), of whatsoever kind and for injury, including personal injury or death of any person or persons, and for loss or damage to any property caused by or occurring in connection with, or in any way arising out of my presence on the Property pursuant to this Release. If any action or proceeding as described in this paragraph is brought against the District, its officials, officers, employees, or agents for which I bear responsibility as expressly provided under this Release, upon written notice from the District, I shall, pay any fees, costs or expenses incurred by the District to resist or defend such action or proceeding.

7. I hereby acknowledge and agree that the assumption of risk, promise not to sue, waiver of liability, and indemnification provided for in this Release includes loss, injury or damage as a result of the negligent acts or omissions by the District, its officials, officers, employees, and agents.

8. I hereby agree that nothing in this Release shall be deemed to waive any rights of any kind that the District now has, or may hereinafter have, to assert any claim against me, including, without limitation, claims with respect to any and all past events or entry on the Property.

9. I hereby agree that if any provision of this Release is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Release. The remaining provisions of this Release shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Release.

10. I hereby agree that this Release shall be construed under the laws of the District of Columbia without reference to conflicts of laws principles;

11. I hereby waive (i) any objection to the venue of any action filed in any court situated in the jurisdiction in which the property is located, (ii) any right, claim, or power, under the doctrine of forum non conveniens or otherwise, to transfer any such action to any other court, and (iii) trial by jury in any action, proceeding, claim, or counterclaim brought in connection with any matter arising out of or in any way connected with this Release.

12. I hereby agree that this Release shall be binding upon my heirs, personal representatives, successors, grantees, and assigns.

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

WITNESS (To be completed by witness at the time of signature):

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

Office of Attorney General for the District of Columbia Form Letter of Credit

ISSUER:
 [Name of bank]
 [Bank address]

Date of Issue: [Month, day, and year of issue]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [Letter of credit number]

Beneficiary

District of Columbia, by and through
 The Office of Deputy Mayor for
 Planning and Economic Development
 1350 Pennsylvania Avenue, NW. Ste 317
 Washington D.C. 20007
 Attention: Deputy Mayor for Planning and Economic Development

Applicant

[Name of developer]
 [Address of developer]

AMOUNT: \$[Letter of credit amount]

EXPIRY DATE: [Letter of Credit month, day, and year of expiration] subject to renewal provisions herein

PROJECT: 1909 MLK – Development Team

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit [Letter of credit number] (“Letter of Credit”) in favor of Beneficiary for the account of Applicant up to an aggregate amount of _____ U.S DOLLARS (U.S. \$ [Letter of credit amount]) available for payment when accompanied by the following three items:

1. A draft at sight drawn on [Name of bank] duly endorsed on its reverse thereof by a duly authorized representative of the Beneficiary, specifically referencing this Letter of Credit Number [Letter of credit number];
2. The original of this Letter of Credit; and
3. A dated statement issued on the letterhead of Beneficiary, stating: “The amount of this drawing is \$_____, drawn under Irrevocable Standby Letter of Credit No. [Insert Number] and represents funds due and owing to the District of Columbia.” Such statement shall be conclusive as to such matters and Issuer will accept such statement as binding and correct. Issuer shall have no right, duty, obligation or responsibility to evaluate the performance or nonperformance of any underlying agreement between Applicant and Beneficiary before performing under the terms of this Letter of Credit.

This Letter of Credit shall automatically renew for a two year term upon the Anniversary of the expiry date set forth above (The “Anniversary Date”) until [insert date] unless (i) earlier released by Beneficiary in writing or (ii) Issuers delivers written notice to both Applicant and Beneficiary that this Letter of Credit will not be renewed on the Anniversary Date upon which this Letter of Credit will no longer be renewed. Notwithstanding any terms and/or conditions to the contrary, this Letter of Credit will expire no later than [Letter of Credit month, day, and year of expiration].

If a drawing made by Beneficiary under this Letter of Credit reaches the address provided on this Standby Letter of Credit via Courier (FEDEX or DHL) on or prior to 1:00 PM (Eastern Time) on a Business Day (Defined below) and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds, on the same Business Day. If a drawing is made by Beneficiary under this Letter [Letter of credit number] of Credit after 1:00 pm (Eastern Time) on a Business Day and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds on the next Business Day. If requested by Beneficiary, payment under this Letter of Credit may be deposit of immediately available funds into an account designated by Beneficiary. As used herein, the term “Business Day” shall mean any day other than a Saturday, Sunday or a day on which banking institution in the District of Columbia are authorized or required by law to close.

Drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented by the Mayor, City Administrator, Deputy Mayor for Planning and Economic Development, or one of their duly authorized representatives, on or before the Expiry Date to Issuer’s office at the address of Issuer set forth above.

This undertaking is issued subject to the International Standby Practices 1998 (“ISP98’). As to matters not expressly governed by ISP98, this Letter of Credit is governed by and shall be construed in accordance with the laws of the District of Columbia.

This Letter of Credit set forth in full terms of our undertaking. This undertaking shall not in any way be modified, amended, amplified or incorporated by reference to any document, contract or other agreement, without the express written authorization of Issuer, Beneficiary and Applicant.

Should you have occasion to communicate with us regarding the Letter of Credit, kindly direct your communication to the attention of Letters of Credit Dept. to the address aforementioned stating as reference our Standby Letter of Credit Number [*Insert Letter of Credit Number*].

Truly Yours,

Authorized Signature

Name (printed)

APPENDIX D | SCHEDULE OF PERFORMANCE

(To be completed and submitted with Proposal)

Milestone	Completion Date	Party Responsible
Final Selection & Notice	Summer 2014	DMPED
Submission of Disposition Agreement and supporting exhibits for Council approval		Developer
Execution of Disposition Agreement (subject to Council approval of surplus and disposition legislation)		DMPED & Developer
Submission of Disposition Agreement Payment		Developer
Submission of application to the DC Historic Preservation Review Board		Developer
Permit Drawing Submission to DMPED		Developer
Permit Drawing Submission to DCRA		Developer
Building Permit Issuance		Developer
Closing and Submission of Closing Payment		Developer
Construction Commencement		Developer
Substantial Completion of Construction		Developer
Certificate of Occupancy Issued		Developer